

Remarks

Claims 100-119 stand rejected and remain pending. No claims are amended herein. The Assignee respectfully requests allowance of claims 100-119.

Claim Rejection Under 35 U.S.C. § 103

Claims 100-119 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0046255 to Moore et al. (hereinafter “Moore”). The Assignee respectfully traverses the rejection on the basis of the following discussion.

Method claim 100 provides, in part, “*in a first one of the web-sites, interacting with a first one of the end-users over the Internet, and in response, transferring a first communication account request over the Internet to an account server....*” (Emphasis supplied.) Further, claim 100 provides “*in the account server, validating the first web site in response to receiving the first communication account request, ... and transferring the first account code over the Internet to the first web site.*” System claim 110 incorporates similar provisions. The final Office action alleges that each of these limitations is taught in Moore. (Pages 2 and 3 of the final Office action.) The Assignee respectfully disagrees with the allegation, as Moore neither teaches nor suggests any of these limitations.

Account Server, and Communication Therewith

Generally, Moore discloses an open network architecture system 100 which “is accessible via a network connection through the network 110, such as the Internet, for allowing a plurality of customers, such as individual end-users having a web browser, to ubiquitously access the system 100 for purchasing prepaid services and/or usage rights thereof, and managing and viewing their prepaid online accounts, etc. in real-time. ... The system 100 is associated with one or more web-sites having corresponding URLs for enabling the plurality of customers to interface with the system 100 via the network 110.” (Paragraph [0026] and Fig. 1.) Further, “[e]ach of the web-sites is maintained by web-site system hardware 120,” which comprises part of the system 100 and performs the various functions of the system. (Paragraph [0027] and Fig. 1.) One of these functions is “managing a plurality of databases connected to the web-site system hardware 120.” (Id.) Thus, the end-users communicate with the web-site system

hardware 120, which directly supplies the prepaid services without communication with another system or server. Therefore, Moore does not teach or disclose “in a first one of the web-sites, ... transferring a first communication account request over the Internet to an account server,” as provided for in claim 100, and incorporated similarly into claim 110, since Moore does not disclose a separate account server, much less a website *and* an account server *communicating over the Internet*.

Moore also discusses allowing customers of outside system operators to utilize the system 100 by way of network hardware 180, such as a server and a gateway coupled to the web-site system hardware by way of a *dedicated link*, and hence not over the Internet. (Paragraph [0041].) The network hardware 180 thus allows the operators to offer their own prepaid services by way of the system 100. (Paragraph [0041].) In the same fashion as described above, the end-user interfaces “with the web-site system hardware 120 via a web-site associated with the website system hardware 120 and personalized for the outside system operator(s).” (Paragraph [0042].) Moore also proposes hyperlinking the customer to the web-site system hardware 120 via the operator’s own website. (Paragraphs [0041] and [0044].) Hyperlinking thus brings the end-user in direct communication with the web-site system hardware 120. Therefore, in the case of an outside system operator, Moore does not teach or suggest a separate account server, or communications between a web-site and an account server over the Internet, as provided for in claims 100 and 110 of the present application.

The final Office action indicates that paragraphs [0010; 0016] of Moore teach a website transferring a first communication account request over the Internet to an account server. (Page 2 of the final Office action.) However, paragraph [0010] only describes a subscriber accessing a signaling agent’s website to purchase additional time for a service, while paragraph [0016] generally describes the system shown in Fig. 1, which contains several databases coupled with the web-site system hardware 120, and “a network [110], such as the Internet, for providing customers with ubiquitous access to the databases for viewing and managing prepaid online accounts...” No mention is made of a separate account server, or communication between the website and the account server of a communication account request over the Internet.

In its Response to Arguments, the final Office action further indicates that accessing the signaling agent’s website to purchase additional time for a service, as discussed in paragraph [0010], “is interpreted as ‘in a first one of the web-sites,’ and the signaling agent’s processing the

user's information is interpreted as 'transferring a first communication request over the internet to an account server' as claimed." (Page 5 of the final Office action.) The Assignee respectfully disagrees with these interpretations of Moore. As provided for in claims 100 and 110, an end-user interacts with the first one of the websites *over the Internet*, and in response, the website transfers a first communication account request *over the Internet* to an account server. In other words, the claims provide for (1) interaction between the user and the website over the Internet, and also provide for (2) a communication account request from the website to an account server over the Internet in response to the interaction between the user and website. Moore, at paragraph [0010], only discusses a user, a website, and Internet communication therebetween for purchasing additional time. Moore does not discuss a separate account server, or Internet communication between the website and an account server, as provided for in claims 100 and 110.

The Response to Arguments of the final Office action also states that "the features upon which applicant relies (i.e., separate account server) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims." (Pages 5 and 6 of the final Office action; citations omitted.) The Assignee respectfully disagrees, as the account server is positively recited in both claims 100 and 110. Further, since the account server receives a communication account request from the website *over the Internet*, validates the website, and transfers an account code *over the Internet* to the website, the website and the account server provided in claims 100 and 110 are indeed separate entities and are positively recited in the claims. As a result, the Assignee is not reading the limitation of the account server into the claims.

Website Validation

Moore does not teach or suggest "*validating the first web site* in response to receiving the first communication request," as the web-site system hardware 120 of Moore is incorporated within the system 100, and thus does not require validation. In other words, since the web-site system hardware 120 is hosted locally within the system 100, the system can be trusted, and no validation is necessary. The final Office action indicates that such validation is disclosed in Moore at paragraphs [0006; 0031-0032; and 0038]. (Pages 2 and 3 of the final Office action.) However, Moore only discloses validation of a *telephone number, credit card number* or similar

user identification, not *validation of a website*.

In the Response to Arguments, the final Office action further indicates that “the signaling agent’s validation of user’s information” from Moore is interpreted as the website validation of claims 100 and 110. (Page 5 of the final Office action.) The Assignee respectfully disagrees. Again, validation of user information, such as that described in Moore at paragraph [0006] to allow the user to complete a call using a prepaid calling card, is not the same as validation of a *website*.

Given the foregoing, the Assignee asserts that claims 100 and 110 are allowable in view of Moore for at least the reasons provided above, and such indication is respectfully requested.

Claims 101-109 depend from independent claim 100, and claims 111-119 depend from independent claim 110, thus incorporating the provisions of their corresponding independent claims. Thus, the Assignee contends that claims 101-109 and 111-119 are allowable for at least the same reasons provided above regarding claims 100 and 110, and such indication is respectfully requested.

Therefore, in light of the reasons set forth above, the Assignee respectfully requests that the 35 U.S.C. § 103(a) rejection of claims 100-119 be withdrawn.

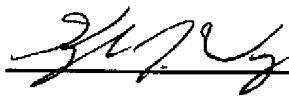
Conclusion

Based on the above remarks, the Assignee submits that claims 100-119 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 100-119.

The Assignee believes no additional fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

Date: 8/14/06

A handwritten signature in black ink, appearing to read 'Kyle J. Way', is written over a horizontal line.

SIGNATURE OF PRACTITIONER

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